

APPENDIX F TO DIR CONTRACT NO. DIR-SDD-2506
TECHNICAL SERVICES AGREEMENT

1. SERVICES

This Appendix F to DIR Contract No. DIR-SDD-2506 shall apply to the technical services set forth that the Customer engages CJS to provide ("Services"). In accordance with DIR Contract No. DIR-SDD-2506 and this agreement, all services provided shall be described in a Quote or a mutually agreed upon "Statement of Work" ("SOW").

2. TERMS

2.1 Requests for Service; Quotes and Orders. Customer shall sign and return the referenced Quote and the Order Form for the initial order for Services. All subsequent orders for Services must specify a CJS quotation (if any), and reference the Service(s) requested.

2.2 Prices. The prices charged for initial and subsequent Services are set forth in the referenced Quote, if any, as Quoted by CJS in accordance with Appendix C of DIR Contract No. DIR-SDD-2506. The Service estimates provided by CJS are for planning purposes only.

2.3 Additional Fees; Taxes. Taxes will be handled in accordance with DIR Contract No. DIR-SDD-2506.

2.4 Invoicing and Payment. Invoicing and payments will be handled in accordance with Appendix A, Sections 7.B and 7.C of DIR Contract No. DIR-SDD-2506.

2.5 Term. This Agreement will begin on the effective date of Customer Order and will continue for the term stated therein. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2506 and this Agreement.

2.6 Termination. Termination shall be handled in accordance with Section 10.B of DIR Contract No. DIR-SDD-2506.

3. PROPRIETARY RIGHTS

CJS will retain exclusive ownership in all deliverables created by CJS hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by CJS under this Agreement. CJS will also retain all intellectual property rights with respect to the tools and/or software that CJS uses to deliver the Services. CJS grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

4. EXPORT AND REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains

encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide CJS with all of the information needed for CJS to obtain export licenses from the United States government and to provide CJS with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. CJS may also require export certifications from Customer for Customer provided software. CJS'S acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; CJS is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

5. CUSTOMER RESPONSIBILITIES

It is the Customer's responsibility to backup data on Customer's system. CJS WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that CJS's performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to CJS any required licenses, approvals or consents necessary for CJS'S performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to CJS that is not protected under a separate NDA is not confidential or proprietary to Customer.

6. LIMITED WARRANTY & LIMITATION OF LIABILITY

6.1 Limited Warranty. CJS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, CJS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION CJS MAY MAKE; AND ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY,

NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION CJS MAY PROVIDE.

6.2 Limitation of Liability. Limitations of Liability will be handled in accordance with Appendix A, Section 9.K of DIR Contract No. DIR-SDD-2506.

7. MISCELLANEOUS ITEMS

7.1 Assignment; Subcontracting Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of CJS. CJS has the right to hire subcontractors to perform the Services in accordance with Appendix A, Section 9.F of DIR Contract No. DIR-SDD-2506.

7.2 Independent Contractor. The parties are independent contractors. Neither party will have any rights , power or authority to act or create an obligation, express or implied, on behalf of the other party except as specified in DIR Contract No. DIR-SDD-2506 or this Agreement.

7.3 Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract No. DIR-SDD-2506.

7.4 Dispute Resolution. Any dispute shall be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2506.

7.5 Governing Law, Jurisdiction and Language. This Agreement shall be constructed under, governed by and interpreted in accordance with the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

7.6. In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2506, the Terms of DIR Contract No. DIR-SDD-2506 shall take precedence.